

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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BEST TEXTILES ACQUISITION, LLC

Civil Action No.

COMPLAINT

JURY TRIAL DEMANDED

Plaintiff,

-against-

CENTRAL LAUNDRY SERVICE CORP.
d/b/a SEA CREST LINEN SUPPLY COMPANY
a/k/a SEA CREST LINEN SERVICE

Defendant.

AUGUST 22, 2013

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INTRODUCTION

Plaintiff Best Textiles Acquisition, LLC (“Plaintiff”) brings this action against Defendant Central Laundry Service Corp. d/b/a Sea Crest Linen Supply Company a/k/a Sea Crest Linen Service (“Defendant”) for the collection of monies owed by Defendant to Plaintiff for goods and services rendered by Plaintiff and received by Defendant.

I. PARTIES

1. Plaintiff is a Delaware limited liability company, having its principal place of business in Spartanburg, South Carolina.
2. Defendant is a New York corporation, having its principal place of business in Brooklyn, New York.

II. JURISDICTION AND VENUE

3. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. Section 1332(a)(1) because there is complete diversity of citizenship between the parties, and the amount in controversy exceeds the sum of \$75,000.00, exclusive of interest and costs.
4. Venue is proper in the Eastern District of New York under 28 U.S.C. Section 1391(b)(2) as a substantial part of the events giving rise to the claims occurred in New York and because Defendant is a resident of New York.

III. COMMON FACTS

5. On or about October 24, 2012, and continuing thereafter, Plaintiff and Defendant entered into a contract whereby Defendant agreed to pay Plaintiff the invoiced sums for goods and services provided by Plaintiff and received by Defendant (the “Contract”).
6. Pursuant to the Contract, Defendant had a legal obligation to timely pay Plaintiff for goods and services provided.
7. Defendant has failed to pay outstanding invoices in the amount of \$214,789.98 for goods and services provided by Plaintiff to Defendant (“Invoiced Fees for Goods and Services Provided”).
8. Plaintiff has demanded payment from Defendant for Invoiced Fees for Goods and Services provided, and Defendant has refused to tender any such payment.

COUNT ONE
(Breach of Contract)


9. Plaintiff repeats and realleges the allegations set forth in Paragraphs 1 through 8 of the Complaint as if more fully set forth herein.
10. Plaintiff has fully performed all of its obligations under the Contract.
11. Defendant has breached the Contract by failing to pay Plaintiff for Invoiced Fees for Goods and Services Provided.
12. Plaintiff has suffered damages as a result of Defendant's breach of Contract.

COUNT TWO
(Quantum Meruit/Unjust Enrichment)

13. Plaintiff repeats and realleges Paragraphs 1 through 12 of the Complaint as if more fully set forth herein.
14. Plaintiff provided Defendant valuable labor, services and goods.
15. Defendant received from Plaintiff and accepted the benefit of Plaintiff's labor, services and goods.
16. Defendant has failed and refused to pay Plaintiff for Plaintiff's labor, services and goods, as referenced in the Invoiced Fees for Goods and Services Provided.
17. Plaintiff has suffered damages, and Defendant has been unjustly enriched as a result of Defendant's failure to pay for labor, services and goods provided by Plaintiff.

WHEREFORE, Plaintiff demands judgment against Defendant in such amounts as the Court may deem just and equitable, together with Plaintiff's reasonable attorney's fees, costs, interest, and any other relief as the Court may provide.

THE PLAINTIFF
BEST TEXTILES ACQUISITION, LLC

By  _____
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